IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.299 OF 2006

IN

SUMMARY SUIT NO.782 OF 2006

...

Prakashchand Shivlalji Jain ...Plaintiff

v/s.

Dilip Pratapchandji Jain & Shah ...Defendant

...

Mr.Bhaven Manek i/b Tushar Goradia for the Plaintiff.

Mr.R.D.Dave i/b N.N.Vaishnawa & Co. for the Defendant.

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CORAM: D.K.DESHMUKH, J.

DATED: 3RD OCTOBER,2006

P.C.:

1. The Plaintiff has filed this suit on the basis of

the agreement which is at Exh.A, by which an amount of Rs.60,000/- was advanced as loan. Rate of interest was mentioned as 0.90 paise.

2. The defence of the Defendant is that he has repaid the amount by cash. But admittedly, there is no acknowledgement or receipt of the amount received by the Plaintiff. Second defence is that there is no clause to pay interest at the rate of 18% p.a. But perusal of prayer clause shows that the Plaintiff is not claiming interest at the rate of 18% p.a. but at the rate of 10.80% p.a. equivalent to 0.90 per month.

3. The defences, thus, offered by the Defendant have no substance and therefore, the Defendant is not entitled to leave to defend the suit. Summons for judgment is, therefore, granted. Suit of the plaintiff is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.

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